

**MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS
HOWARD MILLER WILDLIFE MANAGEMENT AREA
(Farm # 1310)**

Information and Instructions to Bidders

(For Thursday March 14th, 2019 Bid)

Mail Inquiries to:

**Real Property Management
Bureau of Building, Grounds and Real Property Management
501 North West Street, Suite 1401B
Jackson, Mississippi 39201**

Bids will be opened at:

**Bureau of Building, Grounds and Real Property Management
501 North West Street, Suite 1401B
Jackson, Mississippi 39201**

**March 14th, 2019
11:00:00 a.m.**

FOR LEASE

HOWARD MILLER WILDLIFE MANAGEMENT AREA (FARM # 1310)
ISSAQUENA COUNTY, MISSISSIPPI

APPROXIMATELY 1,718 ACRES, MORE OR LESS

BIDS DUE

Thursday March 14th, 2019 at 11:00:00 A.M.

THE DEPARTMENT OF FINANCE AND ADMINISTRATION, acting through
THE BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT

in conjunction with

THE DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS

WILL LEASE

BY SEALED BID

FARMLAND OWNED BY

THE DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS

SITUATED IN

ISSAQUENA COUNTY

MISSISSIPPI

* * * * *

The Department of Wildlife, Fisheries and Parks and
The Department of Finance and Administration,
acting through the Bureau of Building, Grounds and Real Property Management
shall have the authority to reject any and all bids

BIDS WILL BE OPENED AT THE FOLLOWING ADDRESS
FOR MORE INFORMATION WRITE:

Bureau of Building, Grounds and Real Property Management
Division of Real Property Management
1401 Woolfolk Building, Suite B, 501 North West Street
Jackson, Mississippi 39201
or call
601/359-3621

Miss. Code Ann. § 49-5-13

MISSISSIPPI CODE of 1972

Current through the 2018 Regular Session and the 1st Extraordinary Session

TITLE 49. CONSERVATION AND ECOLOGY
CHAPTER 5. FISH, GAME AND BIRD PROTECTION AND REFUGES
IN GENERAL

Miss. Code Ann. § 49-5-13 2018

§ 49-5-13. Wildlife management projects or refuges; regulation and management; lease of lands

(1) The commission may adopt rules and regulations regulating public hunting and fishing in any wildlife conservation management projects or wildlife conservation hunting and fishing refuges constructed under this chapter, and may prescribe and collect fees for the privilege of hunting and fishing in such projects and shall have general authority to operate such wildlife conservation management areas or refuges.

(2) The commission may adopt such rules and regulations that may be necessary for the management and control of such wildlife conservation management areas or refuges.

(3) The Department of Finance and Administration may lease any lands other than woodlands owned by the state within wildlife conservation management areas as long as such lands are not within the boundaries of the used portions of such areas and so long as such lands are leased as provided for in subsections (4) and (5) of this section. The rental from any such lease is to be paid to the commission and expended as hereinafter provided.

(4) The commission shall recommend to the Department of Finance and Administration the number of acres of land within wildlife conservation management areas which should be leased to private entities. The Department of Finance and Administration shall have the authority to lease for agricultural purposes that land so recommended for not less than one (1) nor more than five (5) years. The Department of Finance and Administration shall lease the lands for cash rent only. The Department of Finance and Administration shall reserve and exclude from any such lands the hunting rights on the lands at all times after the crops are harvested and until the lands are again planted.

(5) It shall be the duty of the Department of Finance and Administration to lease such lands at public contract upon the submission of two (2) or more sealed bids to the Department of Finance and Administration after having advertised such land for rent in a newspaper of general circulation published in the county in which the land is located, or if no newspaper be published in said county, then in a newspaper having a general circulation therein, for a period of not less than two (2) successive weeks. The first publication shall be made not less than ten (10) days prior to the date of such public contract, and the last publication shall be made not more than seven (7) days prior to such date. The Department of Finance and Administration shall have the authority to reject any and all bids. If all bids on a tract or parcel of land are rejected, the Department of Finance and Administration may then advertise for new bids on that tract or parcel of land. Successful bidders shall take possession of their leaseholds at such time authorized by the Department of Finance and Administration. Provided, however, rent shall be due no later than the day upon which the lessee shall assume possession of the leasehold, and shall be due on the anniversary date for each following year of the lease. The Department of Finance and Administration shall have the rights and remedies for the security and collection of such rents given by law to landlords. Upon the execution of the leases as authorized by this section, the leased land shall be liable to be taxed as other lands are taxed during the continuance of the lease, but in case of sale thereon for taxes, only the title of the leaseholder or his heirs or assigns shall pass by the sale.

HISTORY: SOURCES: Codes, 1942, § 5844-21; Laws, 1962, ch. 181, §§ 2, 3; Laws, 1980, ch. 423; Laws, 1984, ch. 488, § 233; Laws, 2000, ch. 516, § 28, eff from and after passage (approved Apr. 30, 2000.)



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The following maps provide information regarding the land to be leased.

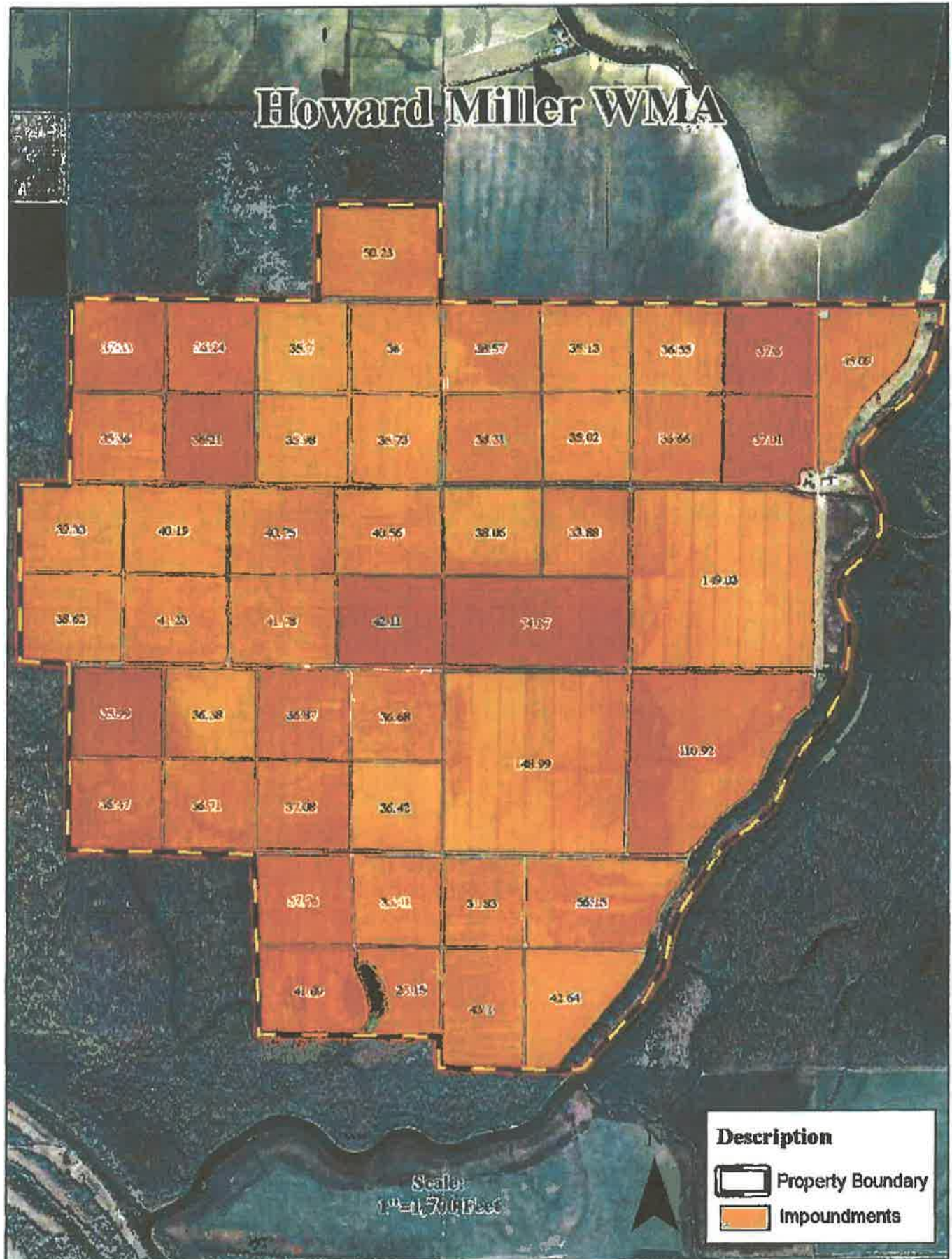
Map 1 shows, location and distribution of the agricultural fields to be leased within the Wildlife Management Area.

Map 2 shows the general location of the Wildlife Management Area.

For additional information on location of the Wildlife Management, or location of agricultural fields within the area, contact.

Roger Tankesly
(601-540-5445)

Howard Miller WMA



HOWARD MILLER WILDLIFE MANAGEMENT AREA (Farm# 1310)
FARM LEASE FOR AGRICULTURE FIELDS
ON THE AREA

WILDLIFE, FISHERIES AND PARKS LAND LEASING

**LEASE CONTRACT OF MISSISSIPPI WILDLIFE MANAGEMENT AREA
LAND FOR CASH RENT**

THE DEPARTMENT OF FINANCE AND ADMINISTRATION, acting through the BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT on behalf of THE DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS, "LESSOR."

TO

LESSEE

This contract made and entered into on this the _____ day of _____, 2019 by and between the Mississippi Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management, 1401 Woolfolk Building, Suite B, 501 North West Street, Jackson, Mississippi 39201, hereinafter referred to as "LESSOR", and _____ whose address is _____ and Telephone Number _____, hereinafter whether one or more entities will be referred to as "LESSEE":

WITNESSETH:

CONDITIONS OF LEASE:

1. The LESSOR, pursuant to Section 49-5-13 of the Mississippi Code of 1972, as amended, and by order of the Bureau of Building, Grounds and Real Property Management, authorizing the execution of this Lease at a meeting duly called and held on the date mentioned hereafter, and entered upon the minutes of the Public Procurement Review Board, and pursuant to advertisement for the leasing of the land hereinafter described in the manner, form and for the time prescribed by law, as shown by proofs of publication now on file at the office of the LESSOR, and the LESSOR having found that the LESSEE's bid is the highest and best bid and that at least two (2) bids were received, does hereby rent, lease and farm let unto the LESSEE the following described farm lands of the State of Mississippi, Department of Wildlife, Fisheries, and Parks located and being situated in ISSAQUENA County, Mississippi, to wit:

The tract of land listed above is generally described on "Map 1" hereto attached. This is a lease by Farm Number (Farm # 1310) and not by the acre. The LESSOR does not warrant the number of acres of land in the respective farm unit.

2. The land which is the subject of this Lease is approximately 1,718 acres of agricultural fields located within the Howard Miller Wildlife Management Area, in Issaquena County, Mississippi. Maps of these fields are enclosed, and additional maps and information may be obtained from the Department of Wildlife, Fisheries and Parks, contact Roger Tankesly at (601-540-5445).

We suggest all bidders contact the Issaquena County Farm Service Agency Office to determine the allotted base acreage on the above tract of land. The Department of Wildlife, Fisheries and Parks does not warrant the number of acres, or crop bases.

3. The LESSEE will agree that, no aerial application of herbicide will be administered unless approved in writing by the Department of Wildlife, Fisheries and Parks.
4. The LESSEE shall remove all equipment containers of all types, together with the contents thereof, and any other items, employees or agents placed on leased property by lessee at the end of the Lease. Any personal property remaining on the leased property shall, at the option of the LESSOR, become property of the LESSOR and shall be disposed of in any manner convenient to the LESSOR. However, any costs associated with returning the property to the pre-Lease condition shall be the responsibility of the LESSEE, up to and including removal of any abandoned personal property of the LESSEE.
5. The primary term of this Lease shall be for a period of one (1) year, commencing on the date first mentioned herein above and expiring exactly one (1) year from that date. However, LESSEE may only utilize the land for farming between the dates of February 3 and October 31.
- If, prior to the expiration of the primary term of this Lease, LESSOR shall decide to re-lease the subject property, LESSEE, at the option of LESSOR, shall have the right to renew the existing Lease under the same terms and conditions as set forth herein for an additional term of one year. At the end of the second term, if granted, LESSEE may again request the renewal of the lease for a third (3rd) term. At the end of the third (3rd) term, if granted, LESSEE may again request the renewal of the lease for a fourth (4th) term. At the end of the fourth (4th) term, if granted, LESSEE may again request the renewal of the lease for a fifth (5th) term. In order to exercise this right of renewal, LESSEE must do the following:
 - LESSEE must provide the request, in writing, upon the LESSOR, expressing LESSEE's desire to renew the lease and requesting permission, in writing, from LESSOR to do so; this shall be done prior to December 1.
 - Rent of prior terms must be paid in full;
 - LESSEE must have met all Lease conditions during prior terms;

- a. Annual rental for the renewal term must be made to LESSOR no later than December 1.

The LESSEE may request renewal of this Lease for four (4) additional one year terms, only. In no event shall the total term of the Lease, including primary and renewal terms, exceed a total of five (5) years.

- e. The renewal provisions of this Lease are not automatic and are subject to the prior acceptance and approval of the Mississippi Department of Wildlife, Fisheries and Parks and the Mississippi Department of Finance and Administration.
6. LESSEE understands and agrees to plant on said lands only a crop as approved by the LESSOR. LESSEE will not engage in any fall tilling, unless specifically requested in writing by the LESSOR, or if requested, in writing, by the LESSEE and with the prior approval of the LESSOR. Any violation of this provision may result in the termination of this lease and any remaining term under this lease and could result in LESSEE being disqualified from bidding on any future lease of these premises for agriculture.
7. LESSEE shall not cut or remove from said land any timber now standing or growing thereon.
8. LESSEE acknowledges that LESSOR has engaged in tree planting efforts on these lands, and LESSEE specifically agrees to pay for any damage of any kind to said trees, including but not limited to that caused by the application by LESSEE and/or his agents of pesticides and/or other agricultural chemicals.
9. The LESSOR retains all wildlife rights including the right to allow hunting and/or fishing, and access for the public.
10. This Lease is subject to all easements or rights-of-way of record or by prescription.
11. The LESSOR reserves the right of ingress and egress on said land.
13. The LESSEE assumes all risk of loss, damage or injury, by fire or otherwise, to person or property, and releases the LESSOR, officers, agents, employees, or otherwise from all claims for such loss, damage or injury sustained by the LESSEE or any person whomsoever, whether caused by negligence of the LESSOR, its officers, agents or otherwise, and the LESSEE agrees to indemnify and hold harmless the LESSOR, its officers, agents, employees or otherwise against all claims for such loss, damage, or injury sustained by the LESSEE or any person whomsoever. In the LESSOR's sole discretion, LESSEE may be allowed to control the defense of any such claim, suit, etc. In the event LESSEE defends said claim, suit, etc., LESSEE shall use legal counsel acceptable to the LESSOR; LESSEE shall be solely liable for all reasonable costs and/or expenses associated with such defense and the LESSOR shall be entitled to participate in said defense. LESSEE shall not settle any claim, suit, etc., without the LESSOR's concurrence, which the LESSOR shall not unreasonably withhold. LESSEE shall furnish

proof of, or shall procure, a policy of comprehensive general liability insurance to cover any potential liability of LESSEE for its operations under this lease.

14. The LESSEE agrees to pay the LESSOR all costs of enforcing any of the covenants of said Lease, including, but not limited to, reasonable attorney's fees, court and litigation cost and travel expenses related thereto, should the LESSEE breach this contract or any condition thereof.
15. If the LESSEE should fail to cultivate the lands as herein agreed, or should fail to keep any covenants of this Lease, without the written consent to an exception from the LESSOR, and after written notice and a reasonable opportunity to cure is provided by LESSOR, or LESSEE shall file for, or be declared bankrupt, or be placed in receivership or reorganization, then this Lease shall at the election of the LESSOR, be null and void.
16. It is understood and agreed that this is solely an agricultural Lease and the lands may be used for only such purposes by the LESSEE. The State of Mississippi (LESSOR) reserves all rights to all gas, oil, coal, sand, gravel, and other minerals whether similar or dissimilar to minerals named herein.
17. For the use and occupancy of the above described lands the LESSEE shall pay to the LESSOR _____ Dollars (\$ _____) for the rent on said land, the LESSEE having delivered payment for same in advance on the date of the bid opening for this Lease for the year 2019, or the unexpired portion thereof.
18. It is agreed that this Lease shall not be transferred or assigned or the property sub-let by the LESSEE without the written consent of the LESSOR and the approval of the Public Procurement Review Board. If for any reason the LESSEE shall abandon this Lease and remove from said tracts prior to the expiration hereof, this Lease shall be terminated at the option of the LESSOR and shall be henceforth null and void, and the LESSOR shall have the right to enter upon and take possession of said land and to again lease the same as provided by law. LESSOR shall have the right to seek full restitution from the LESSEE for all damage sustained, resulting from the breach of contract referred to in this paragraph.
19. The LESSEE agrees to pay the rental herein stipulated promptly when due, but if the LESSEE shall fail or refuse to pay said rental promptly when due, then the LESSOR shall have the immediate right to cancel this lease and to re-enter and take possession of the land herein leased. The re-entering and taking of said land shall not relieve the LESSEE from the payment of rentals in accordance with the terms of this Lease; except the LESSOR shall re-advertise the said lands for rent for the balance of the term of this Lease, which said rentals, if said land is released, shall be credited against the indebtedness owing by the LESSEE herein under the terms of this Lease.
20. LESSEE agrees to make payment of rent to the Mississippi Department of Wildlife, Fisheries and Parks. Checks should be made payable to the DEPARTMENT OF

WILDLIFE, FISHERIES, AND PARKS and a certified check in the full payment of rental shall be delivered at the bid opening. No cash payment will be accepted.

21. The LESSEE will not file any claims against the Department of Wildlife, Fisheries and Parks or the Department of Finance and Administration because of crop damages resulting from wildlife depredation or public use of the area or crops left in the field after November 1.
22. The parties hereto agree that although this Lease is to be performed in Issaquena County, Mississippi, any action brought to enforce the terms or conditions of this Lease shall be brought in The First Judicial District of Hinds County, the seat of Government of the State of Mississippi. The LESSEE waives any right to be sued in the county of his residence. LESSEE, by execution of this Lease, waives his right to be sued in the Courts of the County of his residence and hereby appoints the Secretary of State for the State of Mississippi, as his agent to receive process for him if he be not found in the county where suit is filed.
23. The Lands hereby leased shall be liable to be taxed as other lands are taxed during the continuance of this Lease including the year 2019 and LESSEE hereby agrees to pay the same as and when due. In addition to all other remedies now granted by law for collection of delinquent taxes, LESSEE hereby subjects himself to the jurisdiction of the circuit or any justice court of the County in which the leased lands are situated where taxing authorities of such districts may file suit to obtain judgment against the LESSEE for any unpaid taxes due hereunder together with penalties, interest, court costs, and reasonable attorneys fee. LESSEE grants unto the taxing authorities of the taxing Districts in which the leased lands are situated a lien upon all crops grown and produced on said lands by LESSEE during any year of the continuance of this Lease when such taxes remain due and unpaid, such lien to be superior to all other liens on said crops as is now provided by law for landlord's liens.
24. LESSOR shall mail a true copy of this Lease to the tax assessor of the taxing districts in which the leased lands are located within thirty (30) days after the execution of this Lease.
25. Either party may terminate this Lease at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination, except that termination for failure to keep the covenants of this Lease to the satisfaction of the LESSOR shall not occur without the LESSOR first giving the LESSEE notice in writing of such failures and a reasonable opportunity to cure such failures.

Special Terms and Conditions of Lease

1. The Howard Miller Wildlife Management Area has been established to provide waterfowl-based habitat and facilities. In order to meet the management goals for waterfowl habitat, several restrictions are being imposed upon any prospective farming

operations to be conducted at HMWMA, in order to enhance the area for waterfowl production.

LESSEE may plant rice, corn, soybeans, and/or grain sorghum, ONLY.

LESSEE may forgo the rice requirement for the 2019 planting season.

LESSEE must plant a minimum of four hundred (400) acres in rice. Placement of rice fields must be rotated each year within the leased acreage. Approximately ten-percent (10%) of the rice land in each rice field will be harvested with stripper heads and left standing to provide places for hunters to hide. The remaining ninety percent (90%) of the rice land must be rolled by or before November 1 of any year of this lease. Failure to complete this task will result in a charge placed against the performance bond in the amount \$25.00 per acre.

LESSEE must harvest/remove any standing crops by or before November 1 of any year of this lease.

LESSEE must leave ten-percent (10%) of any corn or grain sorghum crop standing in the fields. MDWFP will specify where the 10% is to be located in the fields at planting or before harvest.

Rice lands and fallow lands shall be disbursed throughout the leased acreage.

LESSEE shall agree to plant ten-percent (10%) of any lands planted in soybeans, with corn or grain sorghum strips, as specified by MDWFP. LESSEE shall provide the seed and fertilizer for the corn or grain sorghum strips and plant the strips by May 15. Strips will be fertilized with a minimum of 150 lbs. of nitrogen per acre. LESSEE shall apply up to two (2) applications of insecticide to strips of corn or grain sorghum for the control of insect pests, if needed. LESSEE shall apply up to two (2) applications of herbicide to strips of corn or grain sorghum for the control competition of noxious plants, if requested by LESSOR. Failure to complete this task will result in a charge placed against the performance bond in the amount \$20/acre.

All fallow lands not designated as reserved by the MDWFP shall be maintained based upon guidelines established jointly between the LESSEE and LESSOR.

The LESSEE will maintain all levees. LESSEE shall not plant or disk on any part of a levee.

In order to secure the performance of the terms and conditions of this lease and to provide security for the MDWFP in the event LESSEE abandons the lease or fails to perform the conditions contained herein, the LESSEE shall obtain a performance bond in the amount of \$15,000.00 written by a surety payable to the Mississippi Department of Wildlife, Fisheries, and Parks which shall remain in full force and effect for the term of this lease.

The LESSEE will mow agricultural field unit levees located around farmed fields once a month between May 1 and October 1. Failure to complete this task will result in a charge placed against the performance bond in the amount \$85.00 per acre.

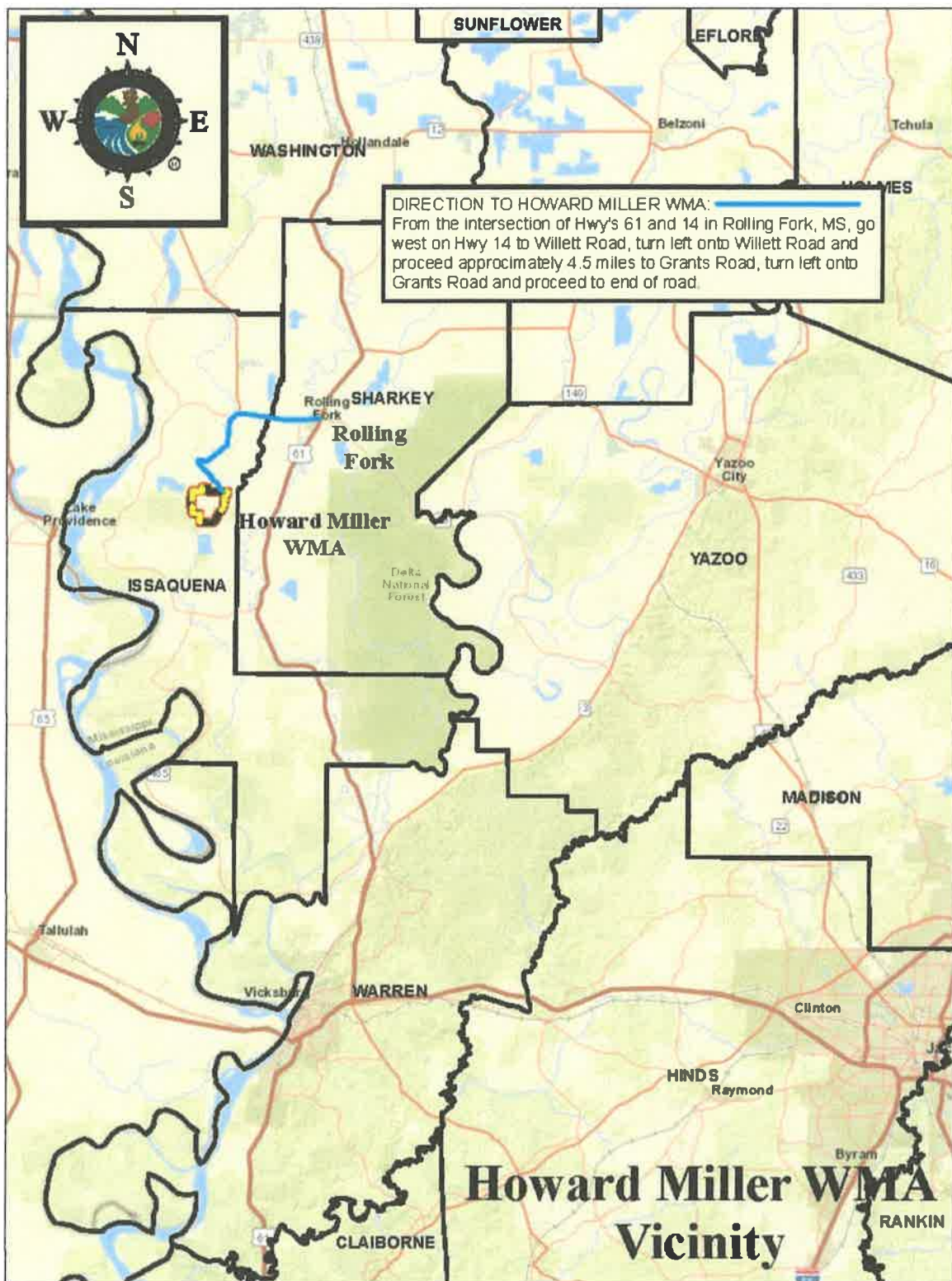
The LESSEE shall have the use of a part of the large shed to park equipment under, but shall not have use of the enclosed shop.

2. LESSEE shall have the use and benefit of such pumps, wellheads, or other irrigation equipment belonging to the LESSOR for LESSEE's operations under this lease. LESSEE agrees to perform ordinary and usual maintenance of such equipment to include, but not be limited to checking and changing oil in wellheads and lubricating pump shafts per manufacturer's recommendations.
 - a. Expenses: LESSEE shall be responsible for all operation and maintenance costs for the equipment used as set forth above;
 - b. Repairs: LESSEE shall be responsible for the first \$2,500.00, per unit, of the cost to repair any equipment set forth above. After the first \$2,500.00 of repair costs, per unit, costs shall be shared equally between LESSOR and LESSEE. LESSEE shall also be responsible for any infrastructure damages caused by the LESSEE's farming operations.
3. LESSEE may have the use of the grain bins located on the leased premises. The LESSEE shall be solely responsible for affecting such repairs to the bins to make them usable for LESSEE's purposes. Upon the expiration of this lease, grain bins must be emptied of any farm products by LESSEE, no later than June 30, or such products shall be forfeit to the LESSOR to be used or disposed of according to law. LESSEE shall be responsible for LESSOR's costs of removing any farm products from the grain bins.
4. The LESSEE shall perform soil tests on each field every year and follow fertility recommendations by the Mississippi State University Extension Service or a reputable soil testing laboratory within the state of Mississippi or otherwise approved by the LESSOR. Fertility recommendations should be generated for the specific crop grown, preceding that specific growing season. Supplemental nutrients shall be applied using fertilizer sources, application methods and timing which encourage productivity and are environmentally conscious as recommended for the specific crop by the Mississippi State University Extension Service. The LESSEE shall provide a copy of the soil test results to the LESSOR by May 1. Failure to submit soil test results by May 1 will result in a charge placed against the performance bond in the amount \$1,000.00.
5. The LESSEE shall implement a weed control program, particularly targeting noxious weed species if present, which effectively controls undesired weed species, so that future weed regeneration potential is minimized. The weed control program can

utilize either labeled herbicides for specific cropping use or tillage practices. This weed control program should limit the potential for soil erosion. Failure to complete this task will result in a charge placed against the performance bond in the amount \$20.00 per acre.

6. The weed control program should not utilize herbicides with crop rotation restrictions preventing planting an approved crop during the subsequent growing season, unless written permission is granted by the LESSOR.
7. The LESSEE should utilize tillage programs, weed control programs and cropping systems which limit soil erosion, according to USDA standards.
8. The LESSEE shall utilize pest management programs when pest species exceed threshold level as recommended by the Mississippi State University Extension Service. Applicators should apply insecticides for a specific use according to labeled instructions in order to minimize potential harm to non-target animals, birds, and fish.
9. Waiver. Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power thereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Lease Contract.
10. Record Retention and Access to Records. Farm LESSEE shall maintain, and shall make available to the Mississippi Department of Wildlife, Fisheries and Parks or any state agency authorized to audit the Mississippi Department of Wildlife, Fisheries and Parks, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Lease Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State or Federal Government has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
11. Compliance with Laws. Farm LESSEE shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this Lease Contract, including, but not limited to, LESSEE shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Lease Contract because of race, creed, sex, age, national origin or disability.
12. Modification or Amendment. Modifications, changes or amendments to this Lease Contract may be made upon mutual agreement of the parties, in writing, signed by the parties hereto, and approved by the Public Procurement Review Board.

13. All ruts must be disked back to ground level at the discretion of the LESSOR. Failure to complete this task will result in a charge placed against the performance bond in the amount \$20.00 per acre.
14. All infrastructure roads must be maintained by the LESSEE and kept in a manner similar to the condition the LESSOR has provided. All ruts must be filled and leveled.
15. The LESSEE represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The LESSEE agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The LESSEE further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The LESSEE understands and agrees that any breach of these warranties may subject the LESSEE to the following: (a) termination of this Lease and ineligibility for any state or public contract or lease in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the LESSEE by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such cancellation/termination, the LESSEE would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit."
16. LESSOR may reject any and all bids. A bidder must be satisfactory to the LESSOR in order to be selected for a Lease. The following list of situations may disqualify a low bidder from being considered for a Lease:
 - Failure to comply with bid requirements.
 - Bidder is in arrears in an existing Lease contract with the LESSOR or another state agency.
 - Bidder is, or anticipates being, in litigation or arbitration with LESSOR or another state agency.
 - Bidder has defaulted on a previous Lease with LESSOR.



LESSOR

DEPARTMENT OF FINANCE AND ADMINISTRATION Acting through the BUREAU OF
BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT

BY: _____
Bureau of Building, Grounds and
Real Property Management Director

BY: _____
DFA Special Assistant Attorney General (approved as to form)

DEPARTMENT OF WILDLIFE,
FISHERIES, AND PARKS

LESSEE

BY: _____
Dr. Sam Polles, Executive Director

BY: _____

The above and foregoing Lease Contract is hereby approved, ratified, and confirmed pursuant to the Public Procurement Review Board of the State of Mississippi, approving this Contract upon its Minutes at a meeting duly called and held on the _____ day of _____, 2019, in the City of Jackson, Mississippi.

Signed this the _____ day of _____, 2019

Real Property Management

(Lessor's acknowledgment)

STATE OF MISSISSIPPI

COUNTY OF HINDS

On this the _____ day of _____, 2019, before me, the undersigned Notary, personally appeared, _____ as Director of the Bureau of Buildings, Grounds and Real Property Management / Department of Finance and Administration, acknowledged that he executed, signed and delivered the above and foregoing instrument, being authorized so to do, for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF

MISSISSIPPI

COUNTY OF HINDS

On this the _____ day of _____, 2019, before me, the undersigned Notary, personally appeared, Dr. Sam Polles as Executive Director of the Department of Wildlife, Fisheries, and Parks, acknowledged that he executed, signed and delivered the above and foregoing instrument, being authorized so to do, for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

(Lessee's acknowledgment for one (or two) individual(s))

STATE OF

MISSISSIPPI COUNTY

OF _____

On this the _____ day of _____, 2019, before me,
_____, the undersigned Notary, personally appeared,
(and) _____ known to me, or satisfactorily proven, to be the person(s) whose
name(s) is subscribed to the within instrument and acknowledged that he/she/they executed, signed
and delivered the above and foregoing Lease Contract for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

(Lessee's acknowledgment for a corporation)

STATE OF MISSISSIPPI

COUNTY OF _____

On this the _____ day of _____, 2019, before me,
_____, the undersigned Notary, personally appeared,

who acknowledged himself to be the _____ of
, and as such officer, acknowledged that (s)he executed, signed and delivered the above and
foregoing instrument, being authorized so to do, for the purposes here contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

SPECIAL INSTRUCTIONS TO BIDDERS

A bid must be submitted for the entire farm acreage described within this document. Conditions of the Lease are to be one (1) year in duration for rice, corn, soybeans and/or grain sorghum only. Rent will be cash in advance on the day the Lease is awarded. **All bids must be accompanied by a money order or certified or cashier's check for the full amount of rent bid.**

Sealed bids should be submitted to the Bureau of Building, Grounds and Real Property Management, 501 North West Street (Woolfolk Building), Suite 1401B, Jackson, Mississippi 39201, **no later than 11:00:00 a.m., Thursday, March 14th, 2019.** Bids shall be delivered in a sealed, opaque envelope as

Name
Street
City, State Zip

Mississippi Department of Finance & Administration
Bureau of Bldg, Grounds and Real Property Management
1401 Woolfolk Bldg. Suite B
Jackson, MS 39201

Bid for Howard Miller WMA
2014 Wildlife Farmland
Farm # 1310

shown below:

NOTE: If you send a bid in a mail envelope, please ensure that a separate sealed, opaque envelope (as shown above) is inside with the bid information. If we cannot distinguish from the outside envelope if it is a bid or if not labeled, you take the risk of the bid accidentally being opened prior to the deadline.

For information and arrangements to inspect the lands offered for lease, contact Roger Tankesly at (601) 540-5445 between the hours of 8:00 a.m. and 5:00 p.m.

On March 14th, 2019 at 11:00:00 a.m. bids will be opened and considered and letting thereafter will be made to the highest and best bidder. Successful bidders will be notified in writing, and all bidders will be notified of the successful bid.

The Department of Finance and Administration, acting through the Bureau of Building, Grounds and Real Property Management in conjunction with the Department of Wildlife, Fisheries and Parks shall have the authority to reject any and all bids.

**BID PROPOSAL FOR FARMLAND ON HOWARD MILLER WMA
LOCATED IN ISSAQUENA COUNTY, MISSISSIPPI
DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS**

NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

**TO: Bureau of Building, Grounds and Real Property Management
501 North West Street, Suite 1401 B
Jackson, Mississippi 39201**

In response to your notice to bidders, published in newspapers having general circulation in the area(s) in which the land to be leased is located, and consistent with the Instruction to Bidders prepared by the Bureau of Building, Grounds and Real Property Management, I (we) hereby offer to lease the following lands:

HOWARD MILLER WILDLIFE MANAGEMENT AREA (FARM # 1310)

TOTAL BID AMOUNT: \$ _____

NUMBER OF YEARS LEASED: LEASE MUST BE FOR ONE (1) YEAR

CASH MUST BE PAID IN ADVANCE ON THE DAY THE LEASE IS AWARDED, AND A MONEY ORDER, CERTIFIED CHECK, OR CASHIER'S CHECK IN THE FULL AMOUNT OF RENT PROPOSED MUST ACCOMPANY THIS BID.

If a bidder is a corporation, please attach a statement that discloses the State of incorporation and full name of officers of said corporation with their mailing addresses.

If a bidder is a partnership, please attach a list of the full names of all partners and their mailing addresses.

I hereby acknowledge that I have read, understand, and agree to the conditions of this Lease, as described herein:

Signature

Date